

EXHIBIT A

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : **Chapter 11 Case No.**
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LEHMAN BROTHERS HOLDINGS INC., et al., : **08-13555 (JMP)**
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Debtors. : **(Jointly Administered)**
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**STIPULATION AND ORDER
AMONG THE DEBTORS, THE COMMITTEE AND PARSEC TRADING
CORPORATION RESOLVING MOTION OF PARSEC TRADING CORPORATION**

This stipulation (the “Stipulation”) is entered into among (i) Lehman Brothers Holdings Inc. (“LBHI”) and its affiliated debtors in the above-referenced chapter 11 cases, as debtors (collectively, the “Debtors”), including Lehman Brothers Special Financing Inc. (“LBSF”), (ii) the Official Committee of Unsecured Creditors appointed in the above referenced chapter 11 cases (the “Committee”) and (iii) Parsec Trading Corporation (“Parsec”), by and through their undersigned counsel.

RECITALS

A. Commencing on September 15, 2008 and periodically thereafter, LBHI and certain of its subsidiaries, including LBSF, commenced with this Court voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Debtors’ chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure. The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. On December 10, 2008, Parsec filed a Motion (the “Motion”) [Docket No. 2152] seeking (i) a determination from this Court that the automatic stay provisions of the Bankruptcy Code do not apply to that certain Swap Collateral Agreement (the “Collateral Agreement”) with The Chase Manhattan Bank (“Chase”), dated as of August 25, 1999, pursuant to which Chase holds \$13,000,000 in treasury notes (the “Treasuries Collateral”) pledged by Parsec to LBSF; or, in the alternative, (ii) entry of an order granting relief from the automatic stay so that Parsec may terminate the Collateral Agreement.

C. In addition to the Treasuries Collateral, approximately \$49,487,274.05 in cash representing variation margin was posted by Parsec directly with LBSF (the “Cash Collateral”), to secure Parsec’s obligations to LBSF under an ISDA Master Agreement, dated April 21, 1997 (the “Swap Agreement”).

D. Parsec terminated the Swap Agreement by notice dated September 15, 2008.

E. The Motion was initially set for hearing on January 14, 2009 at 10:00 a.m. Parsec adjourned a hearing on the Motion and entered into negotiations with LBSF in an effort to consensually resolve the Motion.

F. LBSF, the Committee and Parsec are continuing to negotiate in an attempt to resolve the outstanding valuation and legal issues related to the remaining Treasuries Collateral.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the Debtors and Parsec (the “Parties”), that:

1. The automatic stay extant pursuant to section 362 of the Bankruptcy Code is hereby modified solely to allow (i) Parsec to send written instructions to Chase concerning the transfer of custody of Treasuries Collateral in the face amount of \$9,000,000 (the “Settlement Collateral”), and Chase to follow the written instructions of Parsec and LBSF concerning the

transfer of custody of the Settlement Collateral; and (ii) Chase to follow the written instructions of Parsec and LBSF concerning the transfer of custody of additional Treasuries Collateral other than the Settlement Collateral in the event the Parties reach an agreement regarding the additional Treasuries Collateral, in accordance with the terms and conditions of the Collateral Agreement.

2. Nothing contained herein shall be deemed to be a release or waiver of any Party's claims or causes of action against any other Party, including without limitation the right of Parsec to seek relief from the automatic stay to instruct Chase to release the remaining Treasuries Collateral or to assert one or more claims in LBSF's and/or LBHI's pending bankruptcy cases or the right of LBSF, LBHI and the Committee to contest any such motion or claims or to assert affirmative claims against Parsec.

3. The Motion is hereby withdrawn without prejudice.

4. This Stipulation contains the entire agreement between the Parties and supercedes all prior agreements and undertakings between Parties relating thereto.

5. The Parties represent and warrant to each other that the signatories to this Stipulation have full power and authority to enter into this Stipulation.

6. This Stipulation may not be changed, modified, or amended except in a writing signed by the Parties and/or their attorneys.

7. The Parties agree that any dispute regarding this Stipulation shall be subject to the exclusive jurisdiction and venue of the Bankruptcy Court.

8. This Stipulation may be executed in any number of counterparts and shall constitute one agreement, binding upon the Parties hereto as if the Parties signed the same document; all facsimile signatures shall be treated as originals for all purposes.

Dated: New York, New York
March 6th, 2008

By: /s/ Lori R. Fife
Lori R. Fife

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SO ORDERED this 11th day of March 2009

/s/ James M. Peck
HONORABLE JAMES M. PECK
UNITED STATES BANKRUPTCY JUDGE